

UNITED STATES DISTRICT COURT
SDOUTHERN DISTRICT OF MISSISSIPPI

ARC CONTROLS, INC.

VERSUS

CASE NO. 1:19-cv-00391-LG-RHW

M/V NOR GOLIATH., *In Rem*, and
GOLIATH OFFSHORE HOLDINGS
PTE.LTD, *In Personam*

VERIFIED COMPLAINT IN INTERVENTION

The Verified Complaint of plaintiff-in-intervention, Versabar, Inc. ("Versabar") against M/V NOR GOLIATH, her engines, tackle, and appurtenances, in rem, in causes of breach of maritime contract and foreclosure of maritime liens, respectfully represents as follows:

Jurisdiction

1.

This is an admiralty and maritime claim within the meaning of 28 U.S.C. §1333, Rule 9 (h) of the Federal Rules of Civil Procedure, and the Federal Maritime Lien Act, 46 U.S.C. §31301, *et seq.* Versabar is entitled to intervene as of right according to Rule 24(a) of the Federal Rules of Civil Procedure.

Parties

2.

Plaintiff-Intervenor, Versabar, is a corporation organized and existing under the laws of the State of Louisiana. Its principal place of business is in Plaquemines Parish, Louisiana. Versabar owns and operates a very specialized heavy lift equipment and rigging rental business within this District and it furnished pre-arrest necessities to the vessel now within this District.

3.

M/V NOR GOLIATH (hereinafter the “GOLIATH”) is a 180-meter long steel hulled industrial crane vessel registered in the Marshall Islands bearing IMO Registration No. 9396933 that is now or will be during this action within this District and the jurisdiction of this Court.

Facts

4.

At the request of Epic Companies, LLC (“EPIC”) and/or the owner or charterer of the GOLIATH or its authorized agent, Versabar provided necessities (shackles, rigging, fabrication, testing and related services) to the GOLIATH during the period of March 1, 2019 through June 7, 2019. Copies of Versabar’s invoices, in the total principal amount of \$189,218.00, are attached and incorporated as Exhibit A. Additional sums may be owed relating to the return shipping in an amount yet to be determined. Versabar reserves the right to amend and supplement its damages claim

5.

The pre-arrest goods and services provided by Versabar to the GOLIATH necessary for the operations of the vessel in its ordinary trade, and have a fair market value in the total principal amount of \$189,218.00 (exclusive of interest, costs, and attorney’s fees), none of which has been paid despite amicable demand.

6.

EPIC has failed to make payments to Versabar for such goods and services.

7.

As shown by the attached Verifying Affidavit, the foregoing allegations are true and correct and within the admiralty jurisdiction of this Court.

8.

Pursuant to the general maritime law and the Federal Maritime Lien Act, Versabar has one or more maritime liens against the GOLIATH totaling \$189,218.00, plus pre-judgment and post-judgment interest, costs, attorney's fees, and collection expenses.

9.

Pursuant to the provisions of the Federal Maritime Lien Act, Versabar is entitled to have this Court recognize its lien(s) against the GOLIATH and is entitled additionally to judgment against the vessel in the full amount of its claims, plus interest, costs and attorney's fees.

10.

As a result of EPIC's refusal to pay Versabar the sums owed as aforementioned, Versabar is entitled to judgment against the M/V NOR GOLIATH in the amount of its claims, plus attorney's fees, interest and costs; her engines, tackle and apparel, and to have the M/V NOR GOLIATH seized and sold by the United States Marshal or other person authorized by the Court to satisfy these claims and said liens asserted herein by Versabar. Versabar further avers that it is entitled to the first monies received from said seizure and sale following satisfaction of the expenses of the legal administration of the vessel while *in custodia legis*.

WHEREFORE, Intervenor, Versabar, Inc., prays that citation be issued and served upon the M/V NOR GOLIATH, her engines, tackle and apparel, in the form and manner prescribed by law and that, all persons claiming interest in said vessel may be cited to appear and answer the matters aforesaid, and that, after due proceedings are had, judgment be entered against the M/V NOR GOLIATH and in favor of Versabar, Inc. in the sum of \$189,218.00, plus interest, costs and attorney's fees.

Versabar, Inc., further prays that the M/V NOR GOLIATH, her engines, tackle and apparel, be seized, condemned and sold to pay such sums, and for such other general and equitable relief as this Honorable Court deems proper.

Respectfully submitted:

s/Gerard J. Dragna

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CERTIFICATE OF SERVICE

I hereby certify that on July 16, 2019, I electronically filed the foregoing with the Clerk of Court by using CM/ECF system which will send a notice of electronic filing to all CM/ECF participants.

I further certify that I mailed the foregoing document and the notice of electronic filing by first class mail to the following non-CM/ECF participants: None.

s/Gerard J. Dragna